

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Qorvis Communications, LLC 8484 Westpark Drive, Suite 800 McLean, VA 22102	2. Registration No. 5483
3. Name of foreign principal Misawa International, Inc.	4. Principal address of foreign principal 2-7-1 Nishishinjuku, Shinjuku-Ku Tokyo, Japan 163-0703

5. Indicate whether your foreign principal is one of the following:

- ☐ Foreign government
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
- | | |
|---|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

- a) Principal address.
- b) Name and title of official with whom registrant deals.
- c) Principal aim.

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Corporation - Housing industry

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Publicly held

Date of Exhibit A	Name and Title	Signature
3/24/06	Doug Poretz, Partner	

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Qorvis Communications, LLC

2. Registration No.

5483

3. Name of Foreign Principal

Misawa International, Inc.

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will conduct a media outreach campaign in the United States regarding the sale of Misawa Homes. The media efforts will include written and oral pitches, written background materials, media training and interviews.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see Question 7.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
3/24/06	Doug Poretz, Partner	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



March 6, 2006

Chan – Jin Kim, Ph.D.
Attorney At Law
330-83, Seongbuk-Dong
Seongbuk-Ku
Seoul, 136-823, Korea

Dear Mr. Kim:

Once again, my sincere thanks and appreciation for the time you spent with me and my colleagues over the past week and for the opportunity you are providing to Qorvis to meet your communications needs.

Based on our further discussions over the past few days, I have revised our proposal of March 2, 2006, to reflect what I believe are your priorities, most pressing needs, and timetable.

The basics of our proposal remain the same—a high-intensity media campaign that highlights the situation to an American audience that will subsequently create awareness in Japan that would not otherwise be possible. We will primarily focus on U.S. business and financial media that, because of the involvement of a well-known and highly recognized Japanese automobile manufacturer and the possibility of government corruption, should be extremely interested in the story. Not only is the financial world is also the audience that has the ability to respond the fastest and, therefore, generate most immediate response in Japan, it also speaks a universal language that will need no translation.

Where possible, we will broaden the outreach to include highly regarded and well-placed opinion publications and media outlets that are influential but outside the business and financial world.

While we continue to believe that the other elements of our March 2 proposal, such as the grassroots efforts to reach influential opinion leaders would be extremely valuable, your tight timeframe dictates that these other strategies and tactics be put on hold.

As a result, Qorvis now recommends a shorter and more dynamic effort: a two-month campaign that focuses almost exclusively on the high-level and high-intensity media outreach noted above. This campaign can certainly be extended and, if it is generating the interest we believe is possible, it may well be in your client's interest to do so. It may also be that an extended effort will not be needed if the initial two months of activity have the desired effect.

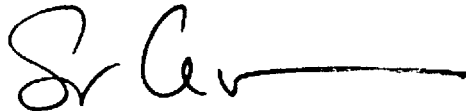
In fact, this is similar to the situation I helped a client deal with in 2004. I was hired to help a United States company put pressure on several state attorneys general to negotiate over an issue on which they had been completely unwilling even to meet. We had originally expected that a six-month media effort would be needed. However, after two months of extremely high-intensity media outreach that included live interviews on television stations in five states in four days, the attorneys general agreed to negotiate if...and only if...the company stopped its media barrage.

Because of the more highly focused effort we now believe should be undertaken, we have revised our pricing proposal as follows:

1. A monthly retainer of \$27,500 per month for the two months for a total of \$55,000 in fees
2. A 5 percent charge to cover routine out-of-pocket expenses
3. A 50 percent success premium if we achieve the objectives we mutually establish at the start of the work
4. Extraordinary expenses, such as airfare, billed as incurred but only incurred with your permission.

I truly hope this meets with your approval. My colleagues and I are ready to begin work on this project immediately.

Sincerely,

A handwritten signature in black ink, appearing to read "Sr Collender", with a long horizontal flourish extending to the right.

Stanley E. Collender
Managing Director



March 7, 2006

Mr. Takehiko Murano
President
Misawa International, Inc.
2-7-1 Nishishinjuku, Shinjuku-Ku
Tokyo, Japan 163-0703

Dear Mr. Murano

We are delighted to represent Misawa International, Inc. as its public relations agency. In this letter we describe the terms of our arrangement with you as we begin our representation. "We," "us," and "our" refer to *QORVIS Communications, LLC*, and "client," "you," and "yours" refer to Misawa, International, Inc. For ease of reference, we have numbered the remaining paragraphs.

1. As your public relations agency, we will institute a comprehensive campaign to accomplish the stated objectives detailed in the attached proposal dated March 2, 2006, and as revised in our letter of March 6, 2006.
2. In general, our services will be designed to create media coverage of the Misawa Homes situation in the United States. We will primarily approach major U.S. financial and policy publications and media outlets including CNBC, *The Wall Street Journal*, *The Weekly Standard*, the *Financial Times*, Market Place News, and *The Washington Post*. We will also approach other publications and outlets we think appropriate.
3. Qorvis will provide weekly e-mail activity reports to client and will otherwise by in frequent contact to provide client with updates.
4. For our services to you, we will be entitled to bill you and you agree to pay amounts determined as follows:
 - a) A monthly retainer in the amount of Twenty Seven Thousand Five Hundred dollars (\$27,500.00). Client shall pay Qorvis the first monthly retainer upon commencement of such services and the second month upon receipt of our invoice.
 - b) In addition, client agrees to pay Qorvis a 50% success premium if we obtain two or more significant stories and you are pleased with our work.
 - c) An additional 5.0% of the program fees to reimburse *QORVIS* for the cost of local and long-distance telephone, facsimile, reproduction costs and other similar out-of-pocket expenses that *QORVIS* incurs on the client's behalf, which we will waive. Any extraordinary out-of-pocket expenses will be billed monthly and based on estimates previously supplied to you and approved in advance.

5. This agreement begins March 15, 2006, and extends until May 14, 2006. It may be extended by mutual agreement beginning on May 15, 2006. It may be terminated fifteen (15) days after either of us gives written notice of termination to the other party. You remain liable for all fees and expenses accumulated through the date of termination.
 6. If the agreement is extended, the services and fees to be provided will be determined by mutual agreement at the time of the extension.
 7. All information, facts and figures that come to our attention will be handled in a most confidential manner.
 8. After we have issued material to the news media or to another third party, its use is no longer under our control. We cannot assure the use of news material by any news organization. Similarly, we cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by us.
 9. Nothing in this agreement shall be deemed to require us to undertake any campaign, prepare any materials or publicity, or cause publication of any copy or article that, in our judgment, would be untrue, indecent, libelous, unlawful, or otherwise prejudicial to your interest or ours. Similarly, nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to the media or others.
 10. It is agreed that you will indemnify us against any loss or expenditure (including reasonable attorneys' fees and costs) that we may incur as the result of any claim, suit or proceeding made or brought against us based upon or relating to any materials or publicity which we prepared for you and which you either approved or which was based on materials, ideas or directions from you. In addition, you will indemnify us for all loss, cost or expenditure (including reasonable attorneys' fees and costs) incurred: (1) in enforcing the terms and conditions of this contract and/or (2) arising out of us being subpoenaed as a witness or to produce documents in any action to which you are a party. Your obligation to indemnify us hereunder shall include, without limitation, paying QORVIS for any and all personnel time incurred in connection with any such claim, suit, proceeding or subpoena based upon our standard hourly rates. Your duties to indemnify us shall not terminate with the cancellation of this contract. Provided, however, that you will not be liable for indirect, special, or consequential damages, including, but not limited to lost profits, lost business, and loss of use.
 11. It is agreed that QORVIS will indemnify you against any loss or expenditure (including reasonable attorneys' fees and costs) that you may incur as the result of any claim, suit or proceeding made or brought against you which arises directly out of the gross negligence or willful misconduct of QORVIS, provided that in no case shall we be obligated to indemnify you for losses or expenditures which, in the aggregate, exceed the revenue received by us pursuant to this contract.
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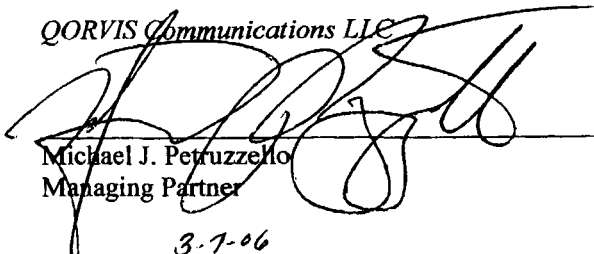
Mr. Takehiko Murano
March 7, 2006
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12. You agree that during the term in which we provide services to your company and for a period of twelve (12) months thereafter, you will not solicit or induce any employee of QORVIS to leave his or her employment with QORVIS, or hire any such employee or request or advise any other client of QORVIS to withdraw, curtail or cancel its business with QORVIS.

If you have any questions about this letter of agreement, please call. We are very enthusiastic about this new assignment and confident of our ability to do the job. We look forward to working with you.

Sincerely,


By: QORVIS Communications LLC


Michael J. Petruzzello
Managing Partner

3-7-06

Date

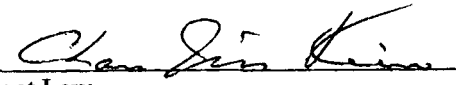
By: Misawa International, Inc.


Takehiko Murano
President

3-7-'06

Date

Witness By: Chan- Jin Kim, Ph.D.


Attorney at Law

Date:

March 7, 2006